



AUGUST 2017

**MIAMI TOWNSHIP MIAMI MEADOWS
SPIRIT OF 76 PARK SIDEWALK PROJECT**

BID AND CONTRACT DOCUMENTS

MIAMI TOWNSHIP, OHIO

Ken Tracy
Chairperson, Board of Trustees

Mary Makley Wolff
Vice-Chairperson, Board of Trustees

Karl Schultz
Member, Board of Trustees

Eric C. Ferry
Fiscal Officer

Bid Opening Date:

September 7, 2017 at 3:05 p.m.

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SECTION 1

Notice to Contractors
Instructions to Bidders

NOTICE TO CONTRACTORS

Sealed proposals will be received at the Office of the Board of Trustees of Miami Township, Clermont County, at 6101 Meijer Drive, Milford, Ohio 45150 by certified mail before 3:00 p.m. on Thursday, September 7, 2017 or may be delivered in person on Thursday, September 7, 2017 before 3:00 p.m. at the Miami Township Civic Building, 6101 Meijer Drive, Milford, Ohio 45150. Bids received will be opened at 3:05 p.m. that same day for the following improvements:

Construction of: **Miami Township Miami Meadows Spirit of 76 Park Sidewalk Project.** The Trustees reserve the right to add or delete quantities of the project.

THE PROJECT SCOPE: This project consists of the construction of a sidewalk at a public park as identified in the plans. This is a prevailing wage project.

Copies of the Contract Documents may be obtained Monday through Friday 8:00 a.m. - 4:00 p.m. beginning Thursday, August 24, 2017 at the Miami Township Service Department, located at 6007 Meijer Drive, Milford, Ohio 45150, or online at www.miamitwpoh.gov.

NOTE: If contract documents are obtained from www.miamitwpoh.gov, contact john.musselman@miamitwpoh.gov in order to be notified of the issuance of any addenda for this project.

A mandatory pre-bid meeting is not required, however; all bidders must attest that they have visited the site.

In accordance with the ORC Section 153.54, each bid must be accompanied by either a bid bond, in the prescribed form, and in the full amount of the bid or a certified check, cashier's check or letter of credit. The certified check, the cashier's check or letter of credit may be in the amount of ten (10) percent of the bid. The bid bond, the certified check, the cashier's check and the letter of credit are subject to the provisions of section 153.54 of the ORC. Any such bond must be issued by an insurer authorized to do business in the State of Ohio or the bid will be rejected. The successful bidder shall also be required to post a performance bond.

The successful bidder must provide a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

The successful bidder must also provide an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

The successful bidder must provide a notarized statement that at the time of making his bid he was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, according to Revised Code Section 5719.042.

The Board of Trustees of Miami Township reserves the right to reject any or all bids.

BOARD OF TRUSTEES, MIAMI TOWNSHIP, CLERMONT COUNTY

ERIC C. FERRY
Fiscal Officer

INSTRUCTIONS TO BIDDERS

1. Sealed proposals will be received by:

BOARD OF TRUSTEES
MIAMI TOWNSHIP
6101 Meijer Drive
Milford, OH 45150

As set forth in the Specifications. Proposals will be publicly opened and read aloud.

2. Proposals must be presented on the Bid Proposal sheet included in Section 5.
3. Bidders only may obtain Specifications from www.miamitwpoh.gov or:

Miami Township Service Department
6007 Meijer Drive
Milford, Ohio 45150

4. The Owner is The Board of Trustees Miami Township, Clermont County, OH, and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or the Owner's authorized representative.
5. All proposals shall be submitted in sealed envelopes addressed to:

BOARD OF TRUSTEES
MIAMI TOWNSHIP
6101 Meijer Drive
Milford, OH 45150

The outside of the envelope shall be clearly marked:

Miami Township Miami Meadows Spirit of 76 Park Sidewalk Project

6. Bidders may withdraw bids, in person only, at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted for a period of ninety (90) days.
7. The Owner reserves the unrestricted privilege to reject any, part of any or all Bids received.
8. No proposal nor any obligation hereunder to be assumed by the Owner shall be accepted until such time as the Owner or Owner's representative, may deposit in the U.S. Mail, or hand to the Bidder, personally, written notice addressed to Bidder at the address given on the Proposal of acceptance of Proposal.
9. Bidders are advised to examine, before submitting their bids, the location of the proposed work, as well as, the plans, profiles, specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and

every clause embodied in all the documents which are part of this contract. Also, no information derived from the Owner or Engineer will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract. The Owner does not guarantee the location of any sub-surface structures, nor the character of any sub-surface materials shown on the plans regarding such structures and materials is based on the best data available, but is not to be regarded as conclusive.

10. A bidder at any time may request from the Owner in writing a clarification of such conflict or discrepancy. A written response will be issued as prescribed in paragraphs 24 and 25 of these instructions. If any discrepancy is incurred after entering into a contract with the Contractor, the order of compliance stated above will be strictly adhered to.
11. Proposals must be made out on the blank form in the Specifications Book signed and accompanied by bond or certified check, sealed and addressed to the Owner, and must be deposited, UNDETACHED from the Specification Book, with necessary papers attached thereto.
12. No contract will be awarded to any bidder who is in arrears to the Owner upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said Owner.
13. Contract(s) will be awarded to the lowest responsive and responsible Bidder as determined by the Owner in accordance with the ORC Section 9.312.
14. Bidders are required to state in their proposals their names and places of residence and the names and places of residence of all persons interested with them, and if no other persons be so interested they shall distinctly state the fact.
15. In case of partnership, the firm name and the name of each individual partner must be signed and in the case of corporation, one (1) of the corporate officers duly authorized to do so shall sign his name, with title, together with the corporation name. Corporate resolutions must be presented showing that the corporation is authorized to bid upon and enter into a contract and identifying the individuals authorized to sign the bid documents and contract for the corporation.
16. The Bidder must have the project totally completed by the time specified in the bid Documents.
17. Bid security in the form provided in the Bid Guaranty and Contract Bond (Section 153.571, Ohio Revised Code) must accompany each bid form and shall be made out in the amount of one hundred (100) percent of the total base bid.
18. After a contract has been awarded to the bidder, he or she shall be required to execute the contract and furnish a performance and maintenance bond satisfactory to the Owner within ten (10) days from the date of service of notice to the effect. In case of failure to do so, he or she will be considered as having abandoned the Contract, and the deposit accompanying the proposal shall there upon be forfeited to the Owner and the work may be awarded to the next qualified bidder or re-advertised. Such bond shall be from an approved Guaranty Company, satisfactory to the Owner for the faithful performance of the contract and the maintenance obligations as hereinafter set forth for

the period of one (1) year, in the sum of one hundred (100) percent of the total price bid for the completed work.

19. All proposals shall be publicly opened and read immediately after the time stated in the advertisement. A time and place for the public Bid Opening is set forth in the Legal Notice.
20. The Bidder must submit at the time requested, the various statements required.
21. Additional instructions are included in the copy of the Legal Notice in this set of documents. The Legal Notice takes precedence over any portion of these instructions, which may be in conflict with the instruction.
22. Instructions must be adhered to; failure to observe them strictly shall constitute a sufficient cause for the rejection of a bid.
23. The Owner reserves the right to require the Bidder to present satisfactory evidence that he/she has been regularly engaged, as either Principal or Superintendent, in the business of constructing work similar to that proposed herein. Also, the Owner reserves the right to require the Bidder to present satisfactory evidence that he is fully prepared with necessary capital, material, machinery and equipment to conduct the work contracted for to the satisfaction of Owner and to begin promptly when so ordered. Failure to have performed satisfactorily any Contract awarded to the Bidder or any other person by the Owner shall be sufficient reason for rejection of the proposal.

INTERPRETATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

24. If any person who plans to submit a bid for the proposed work is in doubt as to the true meaning of the plans, specifications or contract documents, he may submit a written request to the Engineer for the interpretation thereof. Any interpretation of the proposed documents will be made by Addendum only, duly issued, and a copy of such Addendum will be mailed or e-mailed to each prospective bidder. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

ADDENDA

25. Change in, or clarification of, the contract documents, determined after the date of the initial advertisement, will be made by Addenda. Such Addenda will be mailed or e-mailed to all prospective bidders at the addresses given. It is the bidders responsibility to ascertain that all Addenda have been examined and understood by him or her. The Owner will check immediately before bids are opened to make sure that all bidders have received copies of any Addenda issued.

NOTE: If contract documents are obtained from www.miamitwpoh.gov, contact john.musselman@miamitwpoh.gov in order to be notified of the issuance of any addenda for this project.

DISCRIMINATION

26. The Contractor agrees that in the hiring of employees for the performance of the proposed work under this contract or any subcontract, no contractor, sub-contractor, or any person acting on his behalf, shall, by reason of race, creed, sex, handicap, national origin, color or age discriminate against any citizen of the state in employment of labor or workers who are qualified and available to perform the work to which the employment relates.

Also, the Contractor agrees that neither he or she nor any of his or her sub-contractors, nor any person acting on his or her behalf, shall discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, handicap, national origin, color or age.

27. The Contractor shall keep himself or herself fully informed and shall comply with all existing and future laws, ordinances and regulations of the federal, state, county and municipal governments, in any manner affecting his or her employees, or the conduct of the work, or the materials used or employed in the work.
28. After the award of the contract, the Contractor shall prepare and submit to the Engineer, a progress schedule of a type and in a manner satisfactory to the Owner, showing graphically the progress rate on which time for completion is based. Should the progress rate of the work fall behind this schedule to such extent that the completion date may not be met, and if the Contractor after written notice to that effect, makes no substantial effort to speed up his or her work and to meet the schedule, then the Owner may notify the Contractor's surety of the circumstances or may declare the work abandoned or forfeited and proceed accordingly.

Proposals are invited only from Contractors who understand and accept the conditions laid down in these "Instructions to Bidders", and in the specifications following, and who expect to work in compliance with them and the plans and special provisions.

EMERGENCY TELEPHONE NUMBERS

29. The Contractor must submit Emergency twenty-four (24) hour telephone numbers to the Owner on the Company letterhead at the Pre-Construction meeting.

UNDERGROUND UTILITIES

30. The contractor will be responsible for notifying the Ohio Utilities Protection Service (800-362-2764) and Clermont County Sewer and Water at 732-7970. The utilities have NOT been located on the drawings. Care shall be taken to identify and work around.

OSHA PROVISIONS

31. Work of this Contract shall be performed in accordance with "Safety and Health Regulations for Construction" and subsequent amendments, as promulgated by the Department of Labor and identified as Chapter XVII of Title 9, code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).
32. Each and every provision of the law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

SECTION 2

General Notes of the Construction Contract
Exceptions/Substitutions Page

GENERAL NOTES OF THE CONSTRUCTION CONTRACT

GENERAL INSTRUCTIONS:

Item Bid:

MIAMI TOWNSHIP MIAMI MEADOWS SPIRIT OF 76 PARK SIDEWALK PROJECT

Bid Opening Date: Thursday, September 7, 2017

All bids submitted for consideration by the Miami Township Board of Trustees must comply with these instructions in order to be considered. These instructions set forth minimum requirements as terms and conditions of the purchase, therefore, if any time frames, bid bond or surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs. (See Specifications)

Price per unit to be quoted F.O.B. Miami Township, Clermont County, Ohio (INSTALLED). All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

A bid bond or certified check in the amount specified in the Legal Notice must accompany the bid. Bids submitted without bond will be rejected.

Miami Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio Sales Tax. Prices shall not include these taxes.

The successful bidder must provide the Fiscal Officer with a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Fiscal Officer a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

The Contractor will furnish the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.

- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00. Each policy shall name Owner and its officers and trustees as additional assureds.

The successful bidder must also provide the Fiscal Officer with an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than \$500.00 or services costing more than \$500.00 with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Offeror is required to complete the affidavit contained in the Proposal/ Bid. **Failure to submit the required form with the Proposal / Bid packet will deem the Offeror's response to be non-responsive and disqualified from receiving further consideration.**

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Clermont County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Fiscal Officer to the Clermont County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

NON-ASSIGNABILITY: No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township.

MECHANICS LIEN LAW (ORC 1311.25 to 1311.32): Every sub-contractor, materialman or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

The successful bidder must give a guarantee on the completed project against defective pavement surface resulting from inferior materials, or workmanship. Replacement of all such material and repairs necessary shall be made without any expense to the Township. The Guarantee period will begin on the date of final approval and acceptance by the Township. Acceptance is subject to inspection by the person(s) authorized by the Township Trustees to make inspections.

The bidder shall furnish a reference listing of similar installations within one hundred (100) miles of Miami Township, Clermont County, in the years 2015 and 2016. This list shall include the name and telephone number of a contact person representing the accepting agency.

Bidders are required to submit a **completed** copy of this bid document including the following specification. Bids must contain a completed Bidder's Response Form. Any exception must be detailed on the EXCEPTION page. Any bid failing to meet these requirements will not be accepted.

The Miami Township Trustees reserve the right to waive any informalities or irregularities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Township and to hold such bids for a period of sixty (60) days before taking any action thereon.

When analyzing the bids submitted, superior technology, workmanship, and materials, etc. will be considered in addition to price. It is Miami Township's intent to accept the lowest and best bidder who meets the requirements of Section 153.54 of the Revised Code after a thorough analysis of the bids. Miami Township reserves the right to reject any and all bids.

Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Miami Township Trustees may result in cancellation of the contract. The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.

The Township reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract or fails to make installation within the time stated, unless the time is extended by the Township Service Director.

In case of default by the bidder or contractor, Miami Township may procure the services from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

Bids will not be accepted after the date and time stated in the invitation to bid.

LIQUIDATED DAMAGES: Failure to complete the work within the time specified in these Specifications shall result in Liquidated Damages calculated in accordance with Sections 108.06, 108.07 or 108.08 of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2010 (or most recent edition).

ACCEPTANCE AND FINAL PAYMENT: Final payment shall be due thirty (30) days after receipt of invoice (in triplicate) by Miami Township, Clermont County, Ohio; provided the work be then fully completed and the contract fully performed.

Any payment not made to a sub-contractor, materialman or laborer by the Contractor within one hundred twenty (120) days from the date that work was last performed shall be deducted from the Contractor's final payment.

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

Before the final payment is made, the Contractor will satisfy the requirements of Mechanics Lien Law, of this specification.

If any sub-contractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within thirty (30) days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended.

Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project.

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices, or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

In the event that a sub-contractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such sub-contractor or materialman and in an amount for which the sub-contractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

PERFORMANCE BOND AND PAYMENT BOND: The Owner Shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

SPECIFICATIONS: The following specifications are written to indicate acceptable type and quality. Bids on comparable designs as to function and general construction are solicited provided that:

- (a) The general design and operation of the proposed project conforms to the intent of these specifications.
- (b) All exceptions to the specifications must be clearly described in supplemental information submitted with bid.

Delivery and installation will be made to a location designated by the Township Trustees ***or their representative***.

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point should be regarded as meaning only best commercial practice will prevail and that only materials and workmanship of first quality are to be used.

If the bidder has any additions, alterations or corrections to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 ½" x 11" paper and affix them firmly to this proposal.

Exceptions may be allowed where it is demonstrated that such exception is equal to or superior to the purchaser's stated specification. Total exception to the specifications is not permitted.

All materials shall be new and of the best grade in its particular line. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Miami Township Officials.

EXCEPTIONS/SUBSTITUTIONS

All Bids must be based on the specified materials and construction standards. Bidder is to list any substitutions or exceptions for which consideration is desired, showing the addition or reduction in price to be made relative to the specified materials and/or standards for each requested substitution. If the substitution is accepted, or stating "No Change in Price", if none is proposed.

Brand or Make Specified	Proposed Substitution	Change in Cost

It is understood and agreed that the proposal submitted is based on furnishing materials and construction standards as specified and entitles the Owner to require that such named substitutions be incorporated in the work if the requests are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed:_____

Title:_____

SECTION 3

General Requirements and Detailed Specifications

Signature Sheet

GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

MIAMI TOWNSHIP MIAMI MEADOWS SPIRIT OF 76 PARK SIDEWALK PROJECT

SCOPE OF WORK

This project consists of the construction of a sidewalk in a public park according to the itemized construction activities listed on the "Quantities Page". The Contractor shall provide all the labor and furnish all the materials, except as herein otherwise specified, necessary for properly performing and completing the work of the Contract. The methods, materials, and appliances used therefore shall conform to the most current edition of the State of Ohio Department of Transportation Construction and Materials Specifications and any current additions, deletions, or supplemental revisions. Specifications can be found on the ODOT website listed below:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2016-Online-Spec-Book.aspx>

Any items required, including labor, equipment, and/or materials, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except where noted in the plans and specifications. **All work must either be completed between September 18, 2017 and November 1, 2017 OR not started until November 6, 2017 and completed by December 15, 2017. If the latter time frame is used, the contractor must provide for the means to protect the concrete from freezing until it has sufficiently cured.**

GENERAL REQUIREMENTS

The most current version of the State of Ohio, Department of Transportation, "Construction and Material Specifications" with amendments, deletions and additions and the "Standard Construction Drawings", current editions, latest revision are adopted and made a part of these Contract Documents.

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All references to OWNER shall be considered to read the BOARD OF TRUSTEES, MIAMI TOWNSHIP, and CLERMONT COUNTY, OHIO.

The herein above-mentioned documents may be amended by the Owner to conform to local conditions.

All references to the Trustees shall be considered to read the Owner.

All references to the Director, the Director of Highways, the First Assistant Director, the Deputy Director, Chief Engineer, the Deputy Director of Design and Construction, the

Engineer of Maintenance, the Engineer of Bridges, and the Engineer of Tests shall be considered to read the Owner.

PENALTIES

Should the Contractor not complete all work within the time attached, the OWNER shall keep a record of all expenditures for inspection, supervision, engineering and administration after the end of the allotted time, and shall deduct that amount from the final payment.

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This shall include those areas used by construction traffic for access to and from the work areas.

Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation shall be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributes to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

INTERFERENCE WITH EXISTING STRUCTURES

In the event the Contractor will be blocking the access to any property during some period of construction, he must notify all affected residents before commencing and allow them time to move any vehicles in or out.

Access to abutting properties for deliveries, service and emergency vehicles shall be maintained at all times.

The Contractor shall notify, at least forty-eight (48) hours before work begins, the Owner and all Public Service Corporations whose wires, pipes, conduits or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department and Police Department of the temporary blocking of any street.

CLEANUP AND RESTORATION

The Contractor shall be responsible for maintaining a neat, clean job site. Areas damaged as a result of construction shall be repaired as directed by the Engineer. Payment for work shall be included in the total price bid for the Project.

ESTIMATED QUANTITIES

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Board, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

PRE-CONSTRUCTION MEETING

Following the award of the contract and before starting **any** work, the contractor and his superintendent, shall meet with the Engineer and a representative of Miami Township for a pre-construction meeting. The purpose of such meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittal, changes, etc. as called for in the Contract Documents shall be done at this time unless otherwise directed. The contractor will be notified of the date, time and place of the meeting.

GUARANTEE

The Contractor hereby guarantees that all workmanship and all material furnished under the contract comply fully with the requirements of the Plans and Specifications. If at any time within one (1) year after the date of the final inspection, any defect should appear (**excluding sub-base failures**), which in the opinion of the Engineer is due to inferior materials or workmanship, the Contractor guarantees that he will do immediately, without cost to the Township, whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or his Surety. The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished the Surety by the Owner.

STORAGE OF CONSTRUCTION MATERIALS

The Contractor shall obtain prior approval of the Engineer for the locations to be used for the temporary storage of construction materials, tools, and/or machinery.

All such materials, tools, and machinery shall be neatly and compactly piled in such a manner so as to cause the least inconvenience to the property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights at nighttime and weekends to alert traffic to such obstruction.

DEBRIS REMOVAL/STREET SWEEPING

The Contractor will be responsible for complete and thorough removal from the site of all construction debris material. All debris material shall be disposed of in a proper manner and shall be as directed by any applicable local, state or federal regulations.

SITE CONDITIONS

Prior to bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all pertinent information. The Contractor should anticipate wet weather and wet site conditions and make provisions accordingly to assure completing the project on time.

BIDDER'S ABILITY TO COMPLETE THE CONTRACT WORK

The bidder is advised; that the Township may, prior to award of this Contract, require the Bidder to submit information verifying that he will be able to complete the work on or before the completion date indicated herein. Such information may include data indicating the Bidder's current and anticipated workload during the life of this Contract, the number and skills of personnel available to perform this work, the type and amount of equipment he has available or can obtain for this work, or any other information necessary to prove the Bidder's capabilities in this regard to the Township's satisfaction. This information may be used in determining the lowest and best bid.

O.S.H.A

The prime contractor and any sub-contractor may make their own arrangements with respect to obligations but neither may delegate any legal responsibility to the other. In no case shall the prime contractor be relieved of the overall responsibility for the compliance with the requirements of CFR 1910 & 1926 Occupational Safety and Health General Construction Industry Standards for all the work to be performed under the contract.

The prime contractor assumes all obligations prescribed as employer obligations under the CFR 1910 & 1926 standards whether or not he subcontracts any part of the work. With respect to subcontracted work, the prime contractor and sub-contractors shall be deemed to have joint safety and health responsibility of the work site.

DETAILED SPECIFICATIONS

This contract involves the construction of a sidewalk in a public park as shown in the project plans. It also includes minor earthwork, the disposal of removed materials, all necessary and associated restoration (seeding), repositioning of monuments, and maintenance of vehicular traffic. Under this contract, the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the *State of Ohio Department of Transportation Construction and Materials Specifications (O.D.O.T. C & M S)* dated January 1, 2016 with supplements or changes thereto, which are adopted and made a part of these contract documents. All numerical item references are in accordance with the above ODOT manual.

As used herein, the word Engineer means the Miami Township Service Director or his agent.

SCHEDULE

The contractor shall furnish a detailed schedule of operations to the Engineer. The schedule shall be submitted to the Engineer at the pre-construction meeting and will identify the time of work, broken down into not less than one (1) week intervals. The schedule must be approved by the Engineer, or be revised to the satisfaction of the Engineer, prior to the commencement of any work. Changes to said schedule are to be issued in writing by the Contractor and approved by the Engineer before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) week due to any reason, the Contractor shall, at the request of the Engineer, revise and update the schedule.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

RESPONSIBILITY

It shall be the responsibility of the Contractor to perform his work in such a manner so as not to damage or destroy any existing feature (i.e. existing inlets, conduits, etc.) which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, he shall replace or repair the damaged portion at his expense to the satisfaction of the Engineer.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction and shall receive no compensation for repairing damaged utilities which have been properly identified.

NOTIFICATION OF UTILITIES

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by his construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities shall be done by and at the expense of their respective owners, unless otherwise noted on these plans.

COOPERATION WITH UTILITY COMPANIES

While the work of this contract is being performed, the utility companies may be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

LOCATION AND PROTECTION OF UTILITIES

The Engineer does not assume any liability for the location of utilities, including individual service lines. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with his operations. Any damage to utilities which have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense.

ESTIMATED QUANTITIES

The estimated quantities upon which this proposal is based are *approximate only*. The estimates shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Engineer, the quantities may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or

other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required satisfactory evidence as to kind and quality of materials and workmanship. ***ABSOLUTELY NO SLIP FORMING WILL BE AUTHORIZED ON THIS PROJECT.***

All items of equipment and/or material proposed for substitutions must be approved by the Engineer in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Miami Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

CONCRETE

Concrete shall be tested as directed by the Engineer and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two (2) test cylinders and an air entrainment test shall be made for each fifty (50) cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. Compliance with *O.D.O.T. C & M S*, Section 499 and 455 shall be maintained.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by Miami Township. Concrete beams shall be of such length that two (2) breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to Miami Township. Costs of making beams, testing and reporting results shall be borne by the Contractor. Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Engineer.

NOTE: Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

DUST CONTROL

The Contractor shall be required when directed by the Engineer to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the Contractor's operations. This shall include the removal of concrete dust generated by concrete sawing operations. Payment for the work

described above will not be made under a separate pay item, but shall be included in the unit bid prices for the other pay items for this contract.

SIDEWALK PLACING AND FINISH

As per *O.D.O.T. C & M S* Section 608.03. Solid forming only, no slip forming will be permitted. As directed by Engineer, the contractor shall apply a broom finish to the sidewalk. Control joints shall be placed every five (5) feet. All joints and edges will be finished with a smooth finish after broom finish has been applied one-half ($\frac{1}{2}$) inch thick, full depth expansion material shall be placed every one hundred (100) lineal feet. The Contractor will be responsible for caulking (sealing) any open joints that result from the installation of the joint material.

MAINTAINING TRAFFIC

The contractor may not stage equipment on the main park road at any time. There is sufficient space to keep all equipment within "Spirit of 76 Park" area. Contractor must maintain and allow for access by vehicular traffic to the recycle bins that are located in the parking lot of the work site.

DAMAGE

Along the path of the new sidewalk, there are multiple decorative memorial benches, stones, and trees. Extreme care must be taken to avoid damage to any of these existing features. Bidders are to carefully examine the site and make a determination if smaller concrete delivery trucks will be necessary on all or any parts of this project to avoid damage to any of the existing features. Damage to any of the existing decorative memorial benches, stones, or trees caused by the work of this project will be restored at the contractor's expense.

TESTING

The Township may require an independent testing firm to provide materials testing and certification for the Trustees. The testing agency shall have all necessary access to the job site, materials sources and stockpiles during the work. The source of materials may not be changed during the life of the project without written permission from the Township.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE SHEET

By signing this bid, the bidder has certified that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

The bidder or his duly authorized agent will sign this page in the space provided below signifying that he has read the proposal and specifications and understands them.

If the bidder has any additions, alterations, or correction to make to this proposal or specifications, he is asked to list them in the appropriate space on the bid form or on a plain white sheet of 8 ½" x 11" paper and affix them firmly to this proposal.

COMPANY

ADDRESS

TELEPHONE

SIGNATURE

Emergency Telephone Number

SECTION 4

Prevailing Wage Requirements

SECTION 5

Experience Statement

Understanding HB 694 Ohio's Pay to Play Law

Affidavit in Compliance with O.R.C. Section 3517.13 Affidavit

Affidavit in Compliance with O.R.C. Section 9.24 Affidavit

Declaration Terrorist Organization

Bid Guaranty

PERSONAL Property Tax Affidavit

EEO Affidavit

Non-Collusion Affidavit

Bid Response form

Quantity Estimate and Bid Tabulation

Site Map

Project Drawings

Contract Documents:

Agreement Between Contractor and Owner

Certification of Funds

EXPERIENCE STATEMENT

COMPLETED WORK WITHIN 100 MILES

The Bidder is required to provide a list of work similar to the proposed contract.

Please list: Contract Name, Owner's Name, Address, and Telephone Number

[illegible]

UNDERSTANDING HB 694 OHIO'S PAY TO PLAY LAW

Passed at the end of the 126th General Assembly, HB 694 became effective April 4, 2007. As introduced and passed by the Ohio House, the bill tightened the restrictions on pay to play contracting for vendors seeking state contracts. Amendments added by the Ohio Senate without input from political subdivisions extended these restrictions to contracts awarded by local governments, including boards of township trustees, boards of education and county commissioners.

Under the new law, any bid or unbid contract, purchase order or collective bargaining agreement with a value of more than \$500 will require the vendor to certify to the contracting authority that the vendor has not made a contribution to the contracting authority in an amount that exceeds the limits provided by law. The limits are \$1000 per an individual and \$2000 for individuals, partners and shareholders of the same firm. The contributions are aggregated among owners, partners, family members and shareholders so that even if the contributions are less than \$1000 they may trigger the prohibition if they exceed \$2000 in the aggregate. Labor organizations, public contributing entities affiliated with labor organizations, and PAC's affiliated with businesses are all subject to the contribution limits.

For any contract awarded to an individual, partnership, other unincorporated business, association including a professional association, estate, or trust, the following must certify they have not exceeded contribution limits:

- The individual
- Each partner or owner of the partnership or unincorporated business
- Each shareholder of the association
- Each administrator and each executor of the estate
- Each trustee of the trust
- Each spouse of any of the preceding persons
- Each child 7-17 years of age of any of the preceding persons

Any combination of the persons listed above

In the case of contracts awarded to a corporation or business trust, the following must certify they have not exceeded contribution limits:

- Each owner of more than 20% of the corporation or business trust
- Each spouse of an owner or more than 20% of the corporation or business trust
- Each child 7-17 years of age of any of the preceding persons
- Any combination of the persons listed above

Campaign contribution limitations apply during the term of each contract and for one (1) year following termination of the contract. The law has a two (2) year look back provision that includes campaign contributions, however, for purposes of complying with the new law only contributions made after January 1, 2007 are considered. The campaign contribution limitations also apply to candidates running for an office from the date a candidate files for an office in the same manner as the holder of an office.

Penalties for an office holder who solicits a contribution from the holder of a government may be charged with a first degree misdemeanor. Knowingly accepting a

contribution from a vendor who has a government contract with the contracting authority worth more than \$500 requires that the contribution be returned.

Penalties for the vendor are up to a \$1000 fine and rescission of the contract. Vendors who hold government contracts and make campaign contributions in excess of the limits provided by law may be subject to a penalty equivalent to three (3) times the excess amount and may have their contract rescinded by the Ohio Elections Commission. Finally, a vendor that makes a false statement on a certification form or an affidavit that certifies to the government that they have not exceeded the campaign limitations is subject to prosecution for a fifth degree felony and will have their contract rescinded.

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO)
) ss:
COUNTY OF _____)

Personally appeared before me the undersigned, as an individual or as a representative of
_____ a bidder on a project entitled:

MIAMI TOWNSHIP MIAMI MEADOWS SPIRIT OF 76 PARK SIDEWALK PROJECT

who, after being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the two (2) previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one (1) year following the conclusion of the contract, as an individual, one (1) or more campaign contributions totaling in excess of \$1,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven (7) years of age to seventeen (17) years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one (1) year following the conclusion of the contract, one (1) or more campaign contributions totaling in excess of \$2,000, to any member of the Miami Township Board of Trustees or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven (7) years of age to seventeen (17) years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day _____ 2017.

Notary Public _____

My Commission Expires: _____

AFFIDAVIT IN COMPLIANCE WITH O.R.C. 9.24

(Initial one Line)

_____ Bidder states that no finding for recovery has been issued against the bidder by the Auditor of State on or after January 1, 2001.

_____ Bidder states that a finding of recovery has been made against the bidder by the Auditor of State on or after January 1, 2001 and the finding for recovery is resolved/unresolved.

State of _____)
County of _____) SS:

I, _____, after being duly cautioned and sworn

hereby state that I am the _____ of
(Title)

_____ and that the response set forth above is true.
(Company)

(Affiant)

Sworn to before me subscribed in my presence this _____ day of _____, 2017.

Notary Public _____

My commission expires: _____

**DECLARATION REGARDING MATERIAL
ASSISTANCE/NON-ASSISTANCE TO
TERRORIST ORGANIZATION**
(CIRCLE APPROPRIATE RESPONSE)

Are you a member of an organization of the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you used any position of prominence you have within any country to persuade to support an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist List?

Yes No

Have you committed an act that you know, or reasonably should have known, affords "material support or resources" (see below) to an organization on the U.S. Department of State Terrorist Exclusion List?

Yes No

Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

Yes No

For purposes of this declaration of material assistance/non-assistance, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

State of _____)
County of _____) SS:

I, _____, after being duly cautioned and sworn
hereby state that I am the _____ of
(Title)

_____ and that the response set forth above is true.
(Company)

(Affiant)

Sworn to before me subscribed in my presence this _____ day of _____, 2017.

Notary Public _____

My commission expires: _____

BID GUARANTY

(To Accompany Bid Proposal)
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Names and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held firmly

bound unto the _____

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Obligee on _____, 2017 to undertake the Project known as:

MIAMI TOWNSHIP MIAMI MEADOW SPIRIT OF 76 PARK SIDEWALK PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal

sum exceed the amount of _____ dollars (\$_____).

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the obligee accepts the bid of the principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, of the costs, in connection with the resubmission, or printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Township against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of sub-contractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as, for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2017.

PRINCIPAL: _____ SURETY: _____

BY: _____

Attorney-in-Fact

TITLE: _____

Surety Company Address

City State Zip

Surety Agent's Name

Address

City State Zip

PERSONAL PROPERTY TAX AFFIDAVIT

State of _____)
County of _____)SS:

I, _____, after being duly cautioned and sworn hereby
state that I am _____ of _____
(Title) (Company)

and that said company, officer, owner, or partner of said is not charged with any delinquent
personal property taxes on the general tax list of personal property in Clermont County, Ohio or
that said company, officer, employee, or partner is charged with delinquent taxes in the amount
of:

(Company)

(Affiant)

Sworn to before me subscribed in my presence this _____ day of _____ 2017.

Notary Public _____

County of: _____ State of: _____

My commission expires _____

EEO/AFFIRMATIVE ACTION STATEMENT

Miami Township, Clermont County, Ohio, pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or disability. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion; recruiting, advertising or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

Miami Township, Clermont County, Ohio, pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or handicap to all interested bidders who are interested in submitting a bid for said Township.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 23, 1965, Executive Order 11375, dated October 13, 1969, and with Title I of the Americans with Disabilities Act of 1990.

EEO AFFIDAVIT

State of _____)
County of _____) SS:

I, _____, being duly sworn hereby states that I am
(Affiant)

_____ of _____
(Title) (Company)

and that said Company pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff. This statement is made in accordance with Title VI of the Civil Rights Act of 1963.

(Affiant)

Sworn to before me subscribed in my presence this ____ day of _____ 2017.

Notary Public

County of _____, State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the bid to be considered.)

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, _____ being duly sworn,
(AFFIANT) (TITLE)

do depose and say: that _____

(Names of all persons, firms, or corporations interested in the bid.)

Its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal: and also that no member of the Board of Trustees, head of any department, or employee therein, or any officer of Miami Township is directly or indirectly interested therein.

(SIGNATURE)

(TITLE)

Sworn to and subscribed before me this _____ day of _____, 2017.

NOTARY PUBLIC

County of _____, State of _____

My commission expires _____

CHECK YOUR BID – ERRORS OR OMISSIONS COULD RESULT IN YOUR BID BEING DECLARED INVALID.

BID RESPONSE FORM

TO: MIAMI TOWNSHIP TRUSTEES
6101 MEIJER DRIVE
MILFORD, OHIO 45150

Dear Sir:

The undersigned proposes to furnish the services as outlined on the following pages of this proposal for Miami Township.

DETAILED SPECIFICATIONS are hereby made a part of the proposal, and the bidder hereby acknowledges that he has read and understands them.

BIDDER: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

QUANTITY ESTIMATE AND BID TABULATION

MIAMI TOWNSHIP MIAMI MEADOWS SPIRIT OF 76 PARK SIDEWALK PROJECT

NOTE: See General Requirements and Detailed Specifications in Section 3 for modifications and inclusions to ODOT Spec item descriptions.

Engineers Estimate: \$ 60,769.50					
ODOT Item	Description	Quantity	Unit	Unit Cost	Total Cost
201	Clearing & Grubbing	1	LS		
204	Subgrade Compaction	780	SY		
304	Aggregate Base	87	CY		
608	4" concrete walk	7000	SF		
SPL	Gravel at Monuments	4	CY		
SPL	Monument Relocation	4	EACH		
SPL	Restoration	15	SY		
624	Mobilization	1	LS		
SPL	Construction Contingency	1	EA		\$5,524.50
				Total	
				Grand Total	\$

PROJECT START DATE: _____

(Miami Township intends to award this project to the successful bidder on September 11, 2017)

TOTAL BASE BID FOR CONTRACT \$ _____ **(In Words)**

Respectfully Submitted:

Name

Address

Date

MIAMI TOWNSHIP MIAMI MEADOWS SPIRIT OF 76 PARK SIDEWALK PROJECT

AGREEMENT BETWEEN CONTRACTOR AND OWNER

This agreement (hereinafter called "Contract") made the ____ of _____, between _____, (hereinafter called "Contractor") and **Miami Township** (hereinafter called "Owner"). Witnesseth, that the Contractor, and the Owner for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

This project consists of the construction of a sidewalk in a public park according to the itemized construction activities listed on the "Quantities Page". The Contractor shall provide all the labor and furnish all the materials, except as herein otherwise specified, necessary for properly performing and completing the work of the Contract. The methods, materials, and appliances used therefore shall conform to the State of Ohio Department of Transportation Construction and Materials Specifications. Any items required, including labor, equipment, and/or materials, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except where noted in the plans and specifications

2. TIME FOR COMPLETION

All work must either be completed between September 18, 2017 and November 1, 2017 OR not started until November 6, 2017 and completed by December 15, 2017. If the latter time frame is used, the contractor must provide for the means to protect the concrete from freezing until it has sufficiently cured.

3. PURCHASE PRICE OF PAYMENT

In consideration for the services set forth in the scope of work, Contractor will charge and the Township will pay the total per unit price for properly installed materials at the unit bid price as outlined in the project specifications and on the Official Bid tabulation Sheet for the Miami Township Miami Meadows Spirit of 76 Park Sidewalk Project (total bid price \$_____).

4. INSURANCE

The Contractor shall procure and maintain during the term of this Contract, at its sole expense, the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or

changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

Each policy shall name Owner and its officers and trustees as additional assureds.

5. LAWS, ORDINANCES, RULES AND REGULATIONS

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the project. If the Contractor furnishes any work, which is not in conformance with such laws, ordinances, rules and regulations, and without written notice to the Owner, he shall bear all costs arising from the correction thereof.

6. WORKMANSHIP

The workmanship called for by the specifications shall be of the highest quality in every respect, as usually recognized in the construction industry.

Installation must comply with, and pass inspection of all applicable State of Ohio Department of Transportation Construction and Material Specifications.

Where doubt exists as to the quality or effectiveness of the work, the work shall be installed as directed by the Owner.

Defective materials and/or workmanship will not be acceptable and if built in shall be removed and replaced with sound materials and highest quality workmanship or otherwise corrected to the Owner's satisfaction. The Contractor shall bear all expense of replacement or remedial work and repairs to and alterations in work of other contractors necessitated by his replacement or remedial work. Should the Contractor be unable to replace or remedy the defective work, he shall promptly remove the entire work and reimburse the Owner for all money paid therefore.

ABSOLUTELY NO SLIP FORMING WILL BE AUTHORIZED ON THIS PROJECT.

7. CLEANING UP

The Contractor shall at all times maintain the project in an orderly, workmanlike condition, reasonably clean and free of accumulations of dirt and debris. If the Contractor fails to maintain the project, the Owner shall have the right to engage others to do so at the Contractor's expense.

The project shall, in general, be turned over to the Owner in a thoroughly clean and workmanlike condition ready for the Owner's use in every respect.

8. OWNERS RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to keep the project on schedule, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, rules, regulations or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, or fail to provide or maintain the insurance herein required, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor three (3) days notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and finish the project by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment.

If such expense of finishing the project shall exceed such unpaid balance, the Contractor shall pay such excess to the Owner.

9. PERFORMANCE BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish a bond covering the faithful performance of the contract and the payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the premium.

10. WARRANTY

The Contractor shall remedy any defects to faulty materials or workmanship and pay for any damage to other work resulting from such defects and/or the remedying thereof, which shall appear within the warranty period of one (1) year. Neither the foregoing nor any other provision in the Contract Documents, nor the time limit of any special warranty shall limit the Contractor's liability for defects or installations resulting from deliberate or other deviations from the plans and specifications to less than the legal limit of liability under the law. The Owner shall give notice of observed defects with reasonable promptness.

All warranties and bonds shall be delivered to the Owner before final payment is made.

11. NON-ASSIGNABILITY

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township. In the event work is assigned to subcontractors final payment shall not be made without a release signed by the subcontractor or assignee.

12. MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

Every subcontractor, materialman or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

13. APPLICATION FOR PROGRESS PAYMENT

The Contractor shall submit applications for payment to the Service Director for processing. Progress payments; Retainage, Owner shall make progress payments on account of the Contract Price on the basis of Contractors applications for payment as recommended by the Engineer, on or about the 1st day of each month during the construction period.

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine.

Payment #1:

If work has been 25% completed as determined by the Service Director and if the character and progress of the work has been satisfactory. Subsequent payments of 50%, and 75% when applied for as described above.

Upon substantial completion, in an amount sufficient to increase total payments to Contractor to 90% of the Contract price (with the balance being retainage), less such amounts as Engineer shall determine.

The Contractor can submit to the Owner an application for payment covering work completed as of the date of the application. The application shall be accompanied by (a) bill of sale,

invoice or other documentation warranting that materials have been delivered to the construction site free and clear of all liens; (b) documentation warranting the materials are covered by appropriate property insurance. Progress payments can be applied for no more than once a month. A 10% retainage for the full amount of the bid will be held until all construction and paperwork is completed, and final payment is applied for.

14. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion of the work, provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due the Contractor shall thereupon be payable.

Before the final payment is made the Contractor will satisfy the requirements of Paragraph 12 Mechanics Lien Law, of this Contract.

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owner's property at any time and, if within thirty (30) days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the Contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended. Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project.

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices or canceled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract sum due the Contractor by a check made payable to the order of Contractor and such subcontractor or materialman and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract sum.

15. THE CONTRACT DOCUMENTS

Included as a part of this Contract are: The Contractor's proposal signed and dated this ____ day of _____ 2017, and specifications prepared by Miami Township.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

Contractor:

By: _____

Title: _____

Witness (for Contractor)

Owner: Miami Township

By: _____

Title: _____

Witness (for Owner)

(Pursuant authorization from Board of Trustees)

CERTIFICATION OF FUNDS

I hereby certify that at the time of making of this Contract and the execution of this certification the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Eric C. Ferry
Fiscal Officer

Purchase Order No.: _____

APPROVED AS TO FORM:

Joseph J. Braun
Law Director